

**PAYMENT OF CONTRACT PROCEEDS - cont'd****Option F-3 - Joint and Survivor Annuity**

GIAC will make monthly fixed payments while the annuitant and the joint annuitant are living and during the survivor's remaining lifetime. When an annuitant dies, GIAC will continue to pay, for the lifetime of the survivor, payments based on two-thirds of the amount of the payment in effect while both were living. The amount of the monthly payment will be based on the Option F-3 table on page 16. The guaranteed monthly payments shown in the Option F-3 table include interest at a rate of 3% a year.

**Determination of Annuity Payments**

On the Annuity Commencement Date, GIAC will determine the Accumulation Value. The portion of the Accumulation Value attributable to each Allocation Option is determined by multiplying (a) by (b), and deducting (c) from the result, where:

- (a) is the Accumulation Unit value on the Valuation Date 10 days before the date the first annuity payment is due;
- (b) is the number of Accumulation Units credited to the owner's account as of the date the first annuity payment is due; and
- (c) is any applicable annuity taxes not previously deducted.

The Variable Annuity Payment Option Tables on page 15 indicate the dollar amount of the first monthly annuity payment for each Variable Annuity Payout Option which can be purchased with each \$1,000 of Accumulation Value. The Fixed Annuity Payout Option Tables on page 16 indicate the dollar amount of the guaranteed monthly annuity payment for each Fixed Annuity Payout Option which can be purchased with each \$1,000 of Accumulation Value. The first variable annuity payment and guaranteed fixed annuity payments are determined by multiplying (a) by (b), where:

- (a) is the amount shown in the applicable table for the annuitant's sex and age on the Annuity Commencement Date; and
- (b) is the number of thousands of dollars of Accumulation Value.

**Annuity Unit Values**

If a Variable Annuity Payout Option has been elected, the Accumulation Value of this contract will be applied to purchase Annuity Units. Annuity Units are used to determine the amount of each variable annuity payment after the first.

The value of an Annuity Unit is determined independently for each Variable Investment Option. The dollar value of Annuity Units may increase or decrease depending upon the investment experience of the Variable Investment Option(s) elected.

The value of an Annuity Unit in each Variable Investment Option was established at \$1.00 on the date operations began for each such Variable Investment Option. The value of an Annuity Unit at the end of any subsequent Valuation Period is equal to (a) multiplied by (b), where:

- (a) is the Annuity Unit value for the immediately preceding Valuation Period; and
- (b) is the annuity change factor for the current Valuation Period.

The annuity change factor is equal to the net investment factor (as described in "Net Investment Factor" on page 10) for the same Valuation Period, adjusted to recognize the assumed investment return of 4% per year used in determining the amounts of variable annuity payments. The valuation of all assets in Account E will be determined in accordance with all applicable laws and regulations.

**Determination of Variable Annuity Payments After the First**

The amount of each variable annuity payment made after the first is determined by multiplying (a) by (b), where:

- (a) is the number of Annuity Units in each Variable Investment Option; and
- (b) is the appropriate Annuity Unit value as of the Valuation Date 10 days prior to the date the variable annuity payment is due.

The number of Annuity Units in each option is determined by dividing (a) by (b), where:

- (a) is the amount of the first monthly variable annuity payment for each Variable Investment Option; and
- (b) is the value of the Annuity Unit on the date the first variable annuity payment is made.

The number of Annuity Units remains fixed during the annuity payment period, provided no transfers among Variable Investment Options are made.

GIAC guarantees that the dollar amount of each variable annuity payment after the first will not be adversely affected by:

- the actual administrative expenses it incurs; or
- variations in mortality experience from the mortality assumptions upon which the first payment is based.

## PAYMENT OF CONTRACT PROCEEDS - cont'd

### Annuity Payout Options: General Provisions

- At least \$2,000 must be applied under an Annuity Payout Option. Proceeds of a smaller amount will be paid in one sum.
- GIAC reserves the right to change the frequency of payment if monthly annuity payments are or become \$20 or less.
- GIAC requires satisfactory proof of the age and sex of the annuitant prior to the date annuity payments begin.
- The annuity payout options will not be available with respect to any part of the proceeds payable to an assignee or to other than a natural person entitled to receive proceeds, except with the consent of GIAC.
- The owner or any payee does not have the right to advance or assign payments made under an annuity payout option.
- To the extent permitted by law, the death benefit and the payments made under an annuity payout option will not be subject to encumbrance, or to the claims of creditors or legal process.

**VARIABLE ANNUITY PAYOUT OPTION TABLES**  
**DOLLAR AMOUNT OF THE FIRST MONTHLY VARIABLE ANNUITY PAYMENT PURCHASED**  
**WITH EACH \$1,000 OF PROCEEDS APPLIED**

Nearest Age of Annuitant at Date of First Payment	Options V-1, V-2 - Life Annuity				Option V-3 - Joint and Survivor Annuity				
	Options V-1 No Period Certain		Options V-2 10 Years Certain		Nearest Age of Male Annuitant at Date of First Payment	Nearest Age of Female Annuitant at date of First Payment			
	Male	Female	Male	Female		Age 10 Years Less	Age 5 Years Less	Same Age	Age 5 Years Older
45	4.24	4.02	4.23	4.02	45	3.88	3.95	4.03	4.12
46	4.29	4.06	4.27	4.05	46	3.91	3.98	4.06	4.16
47	4.34	4.09	4.32	4.09	47	3.93	4.01	4.10	4.21
48	4.39	4.13	4.37	4.13	48	3.96	4.05	4.14	4.25
49	4.44	4.17	4.42	4.17	49	4.00	4.08	4.18	4.30
50	4.50	4.22	4.47	4.21	50	4.03	4.12	4.23	4.35
51	4.56	4.26	4.53	4.25	51	4.06	4.16	4.27	4.40
52	4.62	4.31	4.59	4.30	52	4.10	4.20	4.32	4.46
53	4.68	4.36	4.65	4.35	53	4.14	4.25	4.37	4.52
54	4.75	4.42	4.71	4.40	54	4.18	4.29	4.43	4.58
55	4.83	4.48	4.78	4.46	55	4.22	4.34	4.48	4.65
56	4.90	4.54	4.86	4.52	56	4.27	4.40	4.54	4.72
57	4.99	4.60	4.93	4.58	57	4.32	4.45	4.61	4.79
58	5.07	4.67	5.01	4.65	58	4.37	4.51	4.68	4.87
59	5.17	4.74	5.10	4.71	59	4.42	4.57	4.75	4.96
60	5.27	4.82	5.19	4.79	60	4.47	4.64	4.83	5.05
61	5.37	4.90	5.29	4.87	61	4.53	4.70	4.91	5.14
62	5.49	4.99	5.39	4.95	62	4.60	4.78	4.99	5.25
63	5.61	5.08	5.49	5.03	63	4.66	4.86	5.09	5.36
64	5.74	5.18	5.61	5.13	64	4.73	4.94	5.19	5.47
65	5.88	5.29	5.72	5.22	65	4.81	5.03	5.29	5.60
66	6.02	5.40	5.84	5.33	66	4.89	5.12	5.40	5.74
67	6.18	5.52	5.97	5.44	67	4.97	5.22	5.52	5.88
68	6.35	5.65	6.11	5.56	68	5.06	5.33	5.65	6.04
69	6.53	5.79	6.25	5.68	69	5.15	5.44	5.79	6.21
70	6.73	5.94	6.39	5.81	70	5.25	5.56	5.94	6.39
71	6.93	6.11	6.54	5.95	71	5.36	5.69	6.10	6.58
72	7.15	6.28	6.69	6.10	72	5.47	5.83	6.27	6.78
73	7.38	6.48	6.85	6.25	73	5.59	5.97	6.45	7.00
74	7.62	6.68	7.01	6.41	74	5.72	6.13	6.64	7.24
75	7.88	6.91	7.18	6.58	75	5.85	6.30	6.85	7.49
76	8.16	7.14	7.35	6.76	76	5.99	6.48	7.08	7.77
77	8.47	7.40	7.53	6.94	77	6.15	6.67	7.32	8.06
78	8.79	7.68	7.70	7.13	78	6.31	6.88	7.58	8.38
79	9.14	7.98	7.88	7.32	79	6.49	7.11	7.86	8.73
80	9.51	8.31	8.06	7.53	80	6.67	7.35	8.16	9.10
81	9.91	8.66	8.24	7.73	81	6.88	7.61	8.49	9.51
82	10.34	9.05	8.41	7.94	82	7.09	7.89	8.84	9.95
83	10.80	9.47	8.59	8.14	83	7.33	8.19	9.22	10.43
84	11.30	9.93	8.76	8.35	84	7.58	8.51	9.64	10.94
85	11.83	10.43	8.92	8.55	85	7.85	8.86	10.09	11.51
86	12.41	10.98	9.08	8.75	86	8.14	9.24	10.59	12.12
87	13.05	11.58	9.24	8.95	87	8.46	9.66	11.13	12.79
88	13.75	12.25	9.39	9.14	88	8.80	10.11	11.72	13.53
89	14.51	12.98	9.53	9.32	89	9.17	10.61	12.37	14.35
90	15.34	13.77	9.65	9.48	90	9.58	11.15	13.08	15.29

\* The dollar amount of the monthly annuity payment purchased for ages not shown in the tables is available upon request.

**FIXED ANNUITY PAYOUT OPTION TABLES**  
**DOLLAR AMOUNT OF THE MONTHLY FIXED ANNUITY PAYMENT PURCHASED**  
**WITH EACH \$1,000 OF PROCEEDS APPLIED**

Nearest Age of Annuitant at Date of First Payment	Options F-1, F-2 - Life Annuity				Option F-3 Joint and Survivor Annuity			
	Option F-1 No Period Certain		Option F-2 10 Years Certain		Nearest Age of Male Annuitant at Date of First Payment	Nearest Age of Female Annuitant at Date of First Payment		
	Male	Female	Male	Female		Age 10 Years Less	Age 5 Years Less	Same Age
45	3.63	3.41	3.62	3.41	45	3.25	3.33	3.42
46	3.68	3.45	3.67	3.44	46	3.28	3.36	3.46
47	3.73	3.49	3.72	3.48	47	3.31	3.40	3.50
48	3.79	3.53	3.77	3.52	48	3.34	3.43	3.54
49	3.84	3.57	3.82	3.57	49	3.37	3.47	3.58
50	3.90	3.62	3.88	3.61	50	3.41	3.51	3.63
51	3.96	3.67	3.94	3.66	51	3.45	3.55	3.68
52	4.02	3.72	4.00	3.71	52	3.49	3.60	3.73
53	4.09	3.77	4.06	3.76	53	3.53	3.65	3.78
54	4.16	3.83	4.13	3.82	54	3.57	3.69	3.84
55	4.24	3.89	4.20	3.88	55	3.61	3.75	3.90
56	4.32	3.95	4.28	3.94	56	3.66	3.80	3.96
57	4.40	4.04	4.36	4.00	57	3.71	3.86	4.03
58	4.49	4.09	4.44	4.07	58	3.76	3.92	4.10
59	4.59	4.16	4.53	4.14	59	3.82	3.98	4.17
60	4.69	4.24	4.62	4.22	60	3.87	4.05	4.25
61	4.79	4.33	4.72	4.30	61	3.94	4.12	4.33
62	4.91	4.42	4.82	4.38	62	4.00	4.20	4.42
63	5.03	4.51	4.93	4.47	63	4.07	4.28	4.52
64	5.16	4.61	5.05	4.57	64	4.14	4.36	4.62
65	5.30	4.72	5.16	4.67	65	4.22	4.45	4.72
66	5.45	4.84	5.29	4.77	66	4.30	4.55	4.84
67	5.61	4.96	5.42	4.89	67	4.38	4.65	4.96
68	5.78	5.09	5.56	5.01	68	4.47	4.76	5.09
69	5.96	5.23	5.70	5.13	69	4.57	4.87	5.23
70	6.15	5.38	5.85	5.27	70	4.67	4.99	5.38
71	6.35	5.55	6.00	5.41	71	4.77	5.12	5.54
72	6.57	5.72	6.16	5.56	72	4.89	5.26	5.71
73	6.79	5.92	6.32	5.71	73	5.01	5.41	5.89
74	7.04	6.12	6.49	5.88	74	5.13	5.56	6.08
75	7.30	6.34	6.66	6.05	75	5.27	5.73	6.29
76	7.58	6.58	6.83	6.23	76	5.41	5.91	6.52
77	7.88	7.84	7.01	6.42	77	5.56	6.11	6.76
78	8.20	7.12	7.19	6.61	78	5.73	6.31	7.02
79	8.55	7.42	7.38	6.81	79	5.90	6.54	7.30
80	8.92	7.74	7.56	7.02	80	6.09	6.78	7.60
81	9.32	8.10	7.74	7.23	81	6.29	7.04	7.93
82	9.74	8.48	7.92	7.44	82	6.51	7.32	8.28
83	10.21	8.90	8.10	7.65	83	6.74	7.62	8.66
84	10.70	9.36	8.28	7.86	84	6.99	7.94	9.08
85	11.24	9.86	8.45	8.07	85	7.26	8.29	9.53
86	11.82	10.40	8.61	8.28	86	7.56	8.67	10.02
87	12.45	11.01	8.78	8.48	87	7.87	9.09	10.56
88	13.15	11.67	8.93	8.68	88	8.21	9.54	11.16
89	13.91	12.40	9.08	8.86	89	8.58	10.03	11.81
90	14.74	13.19	9.20	9.02	90	8.98	10.57	12.52

\* The dollar amount of the monthly annuity payment purchased for ages not shown in the tables is available upon request.

## 12. GENERAL PROVISIONS

### The Contract

The entire contract consists of the basic contract and any attached endorsements, additional benefit riders, and application(s). GIAC relied upon the application(s) in issuing this contract. All statements in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties.

Only the President, a Vice President, or the Secretary of GIAC may make or modify this contract, and then only in writing. No agent is authorized to:

- change this contract;
- waive any of GIAC's requirements; or
- waive an answer to any question in the application(s).

GIAC will not be bound by any promise or statement made by any agent or other person except as stated above.

GIAC may at any time make any change in this contract to the extent that such change is required in order to make this contract conform with any law or any regulation issued by any governmental authority to which it is subject.

Any paid-up annuity benefit, surrender value, or death benefit payable under this contract is not less than the minimum required by the jurisdiction in which this contract is delivered.

### Age and Sex

If the age or sex of the annuitant has been misstated, GIAC will adjust any benefit payable under this contract, based on the correct age and sex. Overpayments made by GIAC because of such misstatement, with interest at 6% a year, compounded annually, will be charged against benefits falling due after the adjustment. If underpayments are made by GIAC because of such misstatement, GIAC will pay the balance immediately, with 6% interest, compounded annually.

### Proof of Age and Survival

GIAC has the right to require satisfactory proof:

- of the age of the payee or payees; and
- that a payee is living when a payment is contingent upon the payee's survival.

### Communications with GIAC

GIAC receives all communications only at its Customer Service Office. Please include the contract number, full names of any owner(s) and annuitant, and each owner's current address in all correspondence with GIAC.

### Payments by GIAC

Any payment by GIAC under this contract is payable at its Customer Service Office. GIAC reserves the right to require surrender of this contract prior to payment of the death benefit.

### Nonparticipating

This contract is not eligible for dividends and will not share in the surplus earnings of GIAC.

### Ownership of the Assets

GIAC shall have ownership and control of its assets, including all assets allocated to Account E and the Fixed-Rate Option.

### Deferment

GIAC will ordinarily pay any partial withdrawals or surrender proceeds within seven (7) days after the date the owner's request for withdrawal or surrender is received in Good Order by GIAC at its Customer Service Office. However, when permitted by law, GIAC may defer payment of any partial withdrawals or surrender proceeds for up to 6 months after written request for such withdrawal or surrender is received in Good Order by GIAC at its Customer Service Office.

The amount payable will be determined as of the date written request is received by GIAC in Good Order at its Customer Service Office. Interest will accrue daily, starting on the date deferment begins, at the rate of 3% on any amount deferred 30 days or more.

GIAC may defer calculation or payment of any partial withdrawals or surrender proceeds or the transfer of amounts based on separate account performance if:

- the New York Stock Exchange is closed for trading or trading has been suspended; or
- the Securities and Exchange Commission restricts trading or determines that a state of emergency exists which may make such calculation, payment, or transfer impracticable.

## GENERAL PROVISIONS - cont'd

### Reports to the Owner

GIAC will provide a written report to the owner once each contract year while this contract has an Accumulation Value. No reports will be sent after monthly annuity payments begin.

- the annual interest rate credited on amounts held in the Fixed-Rate Option on the Contract Anniversary during the current contract year, if applicable.

The annual report will include the following information as of the most recent Contract Anniversary:

- the Accumulation Value;
- the surrender value; and

The report will also include any other information required by the jurisdiction in which this contract is delivered.

## ENDORSEMENTS



## Endorsement

### Additional Payout Option - Variable Payments to Age 100

This endorsement is attached to and made part of the contract.

#### Definitions

Terms used in this endorsement which are not described below have the meaning ascribed in the contract to which this endorsement is attached.

#### Additional Payout Option Benefit

Additional Payout Option — Variable Payments to Age 100, is hereby added to the contract as a Variable Payout Option. If this Payout Option is elected, and if the annuitant is living and the contract is in force on the Annuity Commencement Date, GIAC will make monthly variable payments to the owner under Additional Payout Option — Variable Payments to Age 100. The amount of any variable payments after the first will increase or decrease according to the value of the variable Annuity Units, which reflect the investment experience of the Variable Investment Option(s) elected.

The amount of each variable payment under this Payout Option depends on an assumed investment return ("AIR"). The effective AIR under this Payout Option can be:

- 0%; or
- 3 1/2%; or
- 5%, if allowed by applicable law or regulation.

If no choice is made, an effective AIR of 3 1/2% will be used as the AIR. The amount of the first monthly variable payment for each AIR will be based on rates not less than the rates shown in the Additional Payout Option table below.

#### Additional Payout Option — Variable Payments to Age 100

GIAC will make monthly variable payments, which will continue for a whole number of years. The number of years will equal 100 minus the annuitant's age on the Annuity Commencement Date. If the annuitant dies before age 100, GIAC will pay the balance of the payments to the beneficiary for the remainder of that period, unless the beneficiary elects to be paid the present value of the current dollar amount of the then remaining payments in a lump sum. If the beneficiary dies while receiving such payments, the present value of the remaining number of payments will be paid in one sum to the beneficiary's estate. The interest rate used to compute the present value of any remaining unpaid payments will be the AIR. Under this option, the payee

has the right to change to Option V-1, the Life Annuity without Guaranteed Period option.

Under this Payout Option, the payee has the right to withdraw all or a portion of the present value of the remaining payments. The following conditions apply to partial withdrawals:

- the payee may not withdraw less than \$500;
- the present value of the remaining payments must be at least \$2,000;
- the remaining monthly payment is at least \$20 (or \$60 quarterly, \$120 semi-annually or \$240 annually); and
- one partial withdrawal is permitted each quarter without charge, and additional withdrawals are permitted at a charge not to exceed the lesser of \$25 or 2% of the amount withdrawn.

If a contingent deferred sales charge (CDSC) was applicable, but was waived at the time the contract proceeds were applied to this Payout Option, the amount withdrawn will be reduced by a portion of the CDSC applicable at that time. The reduction in the amount withdrawn will be i. times (ii. divided by iii.) times iv.

- i. the CDSC that was applicable at the time the contract proceeds were applied to this Payout Option;
- ii. the number of whole months of any remaining unpaid payments until the CDSC would have expired;
- iii. the number of whole months remaining when the contract proceeds were applied to this Payout Option until the CDSC would have expired;
- iv. the amount of the present value of payments withdrawn divided by the total present value of the payments.

#### Determination of Variable Payments

On the Annuity Commencement Date, GIAC will determine the Accumulation Value. The portion of the Accumulation Value attributable to each Allocation Option is determined by multiplying (a) by (b), and deducting (c) from the result, where:

- (a) is the Accumulation Unit value on the Valuation Date 10 days before the date the first annuity payment is due;
- (b) is the number of Accumulation Units credited to the owner's account as of the date the first annuity payment is due; and
- (c) is annuity taxes, if any, not previously deducted.



## Endorsement

### Additional Payout Option - Variable Payments to Age 100, con't

The Additional Payout Option table below indicates the dollar amount of the first monthly payment for this Payout Option that can be purchased with each \$1,000 of Accumulation Value. The first guaranteed payment is determined by multiplying (a) by (b), where:

- (a) is the amount shown in the table for the annuitant's age on the Annuity Commencement Date; and
- (b) is the number of thousands of dollars of Accumulation Value.

GIAC guarantees that the dollar amount of each variable payment after the first will not be adversely affected by the actual administrative expenses it incurs.

The Additional Payout Option table below is based on the age of the annuitant at the birthday nearest the date payments are to begin.

#### The Contract

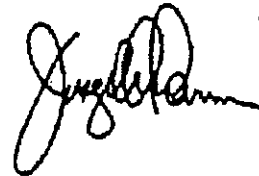
This endorsement is:

- attached to and made part of the contract; and
- subject to all of the applicable provisions of the contract.

#### Issue Date

The effective date of this endorsement is the issue date.

The Guardian Insurance & Annuity Company



Secretary

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**Additional Payout Option Table — Variable Payments to Age 100**  
**DOLLAR AMOUNT OF THE FIRST MONTHLY VARIABLE PAYMENT PURCHASED**  
**WITH EACH \$1,000 OF PROCEEDS APPLIED**

Age	Years to 100	0.0%	3.5%	5.0%	Age	Years to 100	0.0%	3.5%	5.0%
40	60	1.39	3.28	4.29	66	34	2.45	4.15	5.01
41	59	1.41	3.30	4.30	67	33	2.53	4.22	5.07
42	58	1.44	3.31	4.31	68	32	2.60	4.29	5.14
43	57	1.46	3.33	4.33	69	31	2.69	4.37	5.20
44	56	1.49	3.35	4.34	70	30	2.78	4.45	5.28
45	55	1.52	3.37	4.36	71	29	2.87	4.53	5.36
46	54	1.54	3.39	4.37	72	28	2.98	4.63	5.45
47	53	1.57	3.41	4.39	73	27	3.09	4.73	5.54
48	52	1.60	3.44	4.41	74	26	3.21	4.84	5.65
49	51	1.63	3.46	4.43	75	25	3.33	4.96	5.76
50	50	1.67	3.49	4.45	76	24	3.47	5.09	5.88
51	49	1.70	3.51	4.47	77	23	3.62	5.24	6.02
52	48	1.74	3.54	4.49	78	22	3.79	5.39	6.17
53	47	1.77	3.57	4.51	79	21	3.97	5.56	6.33
54	46	1.81	3.60	4.54	80	20	4.17	5.75	6.51
55	45	1.85	3.64	4.57	81	19	4.39	5.97	6.71
56	44	1.89	3.67	4.59	82	18	4.63	6.20	6.94
57	43	1.94	3.71	4.63	83	17	4.90	6.47	7.20
58	42	1.98	3.75	4.66	84	16	5.21	6.76	7.49
59	41	2.03	3.79	4.69	85	15	5.56	7.10	7.82
60	40	2.08	3.83	4.73	86	14	5.95	7.49	8.20
61	39	2.14	3.88	4.77	87	13	6.41	7.94	8.64
62	38	2.19	3.92	4.81	88	12	6.94	8.46	9.16
63	37	2.25	3.98	4.86	89	11	7.58	9.09	9.77
64	36	2.31	4.03	4.90	90	10	8.33	9.83	10.51
65	35	2.38	4.09	4.96					

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The Guardian  
Insurance & Annuity  
Company, Inc.

A Stock Company  
Incorporated in the  
State of Delaware

Customer Service Office:  
P.O. Box 26210  
Lehigh Valley, PA 18002-6210

## Guardian Corporate Privacy Statement\*

The Guardian Corporate Family\*\* ("Guardian") culture is based on an unwavering belief in integrity and fair dealing. We take pride in treating our customers and each other with dignity and respect. Protecting our customers' personal information is very important to us. We want you to know how we collect, use, safeguard and permit access to your customer personal information.

If you own more than one product, you may receive multiple copies of this statement.  
If you decide to opt-out, you need only respond once.

### Customer Personal Information We Collect

Information we collect will be different for each of the products or services we provide to you. There are four types of customer personal information we collect:

- Information we get from you on applications or other forms, such as your name, address, date of birth, phone number, and e-mail address;
- Information such as your policy coverage, premiums, payment history, investment transfers and account balances that we get about your transactions with us, our affiliates (i.e., companies related to us by common ownership or control) and non-affiliates;
- Credit related information such as your creditworthiness and credit history that we get about you from credit reporting agencies and other companies we work with, and from companies who give us marketing information;
- Information from online forms that you fill out on Guardian Corporate Family Web sites\*\*\* and from online information collecting devices.

### How We Use Your Customer Information

Guardian asks for only the customer personal information necessary to deliver superior products and services to you. This information is used to provide you with the product or service you have applied for, or to offer you additional products and services, to evaluate and pay claims for benefits, and to assist in managing your accounts.

### Our Information Sharing Practices

This is how we may disclose the four types of customer information:

#### *Within the Guardian Corporate Family*

- We may share information about you with our affiliates in order to process your application or claim, administer your account, provide you with a service you ask for, or to administer our business.
- We may share your information with our affiliates to give you information about other products and services that may be of interest to you, under joint agreement with one or more financial institutions where applicable. To do this, we develop marketing programs for ourselves and our affiliates based on information you give to us in your application, from other forms, and in surveys.
- We may use that information along with non-credit information from outside sources, to develop marketing programs. The products and service offers are developed under strict conditions designed to safeguard the privacy of your information.
- We may also share your credit information with our affiliates about our transactions and experiences with you (such as your account balance and payment history). You may tell us not to share other credit information such as credit history, information shown on consumer credit reports, and income and asset information with our affiliates except as permitted by law. To find out how to do this, please read the "Opt-Out" section at the end of this statement.



- We may also share your information with your agent, broker or representative. If your agent, broker or representative is a Guardian agent, broker or representative, he or she is bound by agency contract and our rules to abide by the Guardian corporate privacy policy. Your agent, broker or representative may use your information to service your existing policy, account or contract; provide a service requested by you or to offer you additional products and services.

#### *Outside the Guardian Corporate Family*

- We may share information about you with non-affiliates (companies or persons that are not related to us by common ownership or control) in order to process your application or claim, administer your account, provide you with a service you ask for, or to administer our business. We require these non-affiliates to keep your information confidential.
- We may also share customer information with non-affiliates such as broker-dealers, fiduciary service providers, and non-financial service companies to send you information about other products and services that you may want to buy, under joint agreement between Guardian and one or more financial institutions where applicable. We try to offer this information only to customers who may benefit from them. To do this, we develop marketing programs for ourselves and our affiliates based on information you provide in your application, on other forms, and in surveys. We may give customer information to other financial companies with which we have joint marketing agreements. We may also use that information, along with non-credit information from external sources, to develop marketing programs. The programs that bring you product and service offers are carefully designed to safeguard the privacy of your information. We require these non-affiliates to keep your information confidential. Please see the "Opt-Out" section on how to be excluded from certain types of non-affiliate disclosures.
- We may also share your information if the law permits or requires us to do so. (e.g. government agencies, self-regulatory agencies, or in response to a subpoena).

#### Health\*\*\*\* Information Confidentiality

- If the product you apply for requires that we get health information about you, we ask you to complete a separate authorization as part of the application process. We will not disclose your health information to anyone without your authorization unless the law permits or requires us to do so.
- Our contractual relationships with health care providers, as well as state and federal laws require the providers to keep your information confidential.
- Guardian (including its affiliates and authorized agents), participating health care providers and payers (including self-funded employers) require access to group plan members' medical information for a number of necessary reasons. These reasons include underwriting, claims payment, fraud prevention, case management programs, delivery of care, quality assessment, utilization review, complying with state and federal requirements, data collection and reporting, accreditation, and statistical research. The authorization you sign, and federal and state laws, permit these disclosures.

#### Former Customers

If you decide to end your relationship with a member of the Guardian Corporate Family or if your account or policy becomes inactive for some other reason, we will continue to treat and safeguard your information as described in this statement.

#### Confidentiality and Security

Guardian uses strict standards of security and confidentiality to protect customer personal information that we have about you. Only employees who are trained in the proper handling of your information and who must have that information to perform their jobs will be allowed to see and use your information. We have physical, electronic, and procedural safeguards that comply with applicable federal and state regulations to keep your personal information safe.

**Your Rights**

- Guardian will send you a copy of our privacy statement at least once each year for as long as you are our customer.
- We will tell you how you may advise us not to send you offers for additional products or services from non-affiliates. Customers can contact Guardian at any time to opt-out. Customers may also revoke their opt-out at any time.
- We will work to maintain complete and accurate information about you and your accounts. Should you ever believe that our records contain inaccurate or incomplete information about you, please write to us. You may ask Guardian to update, correct or delete information that you believe is incorrect or incomplete. Guardian will promptly investigate your request and take steps to correct any wrong information.
- To contact Guardian write to: Guardian Corporate Family Privacy Office, The Guardian Life Insurance Company of America, P.O. Box 780, Cooper Station, New York, NY, 10276-0780 or call 1-800-441-6455.

**Opt-Out**

- If you would like to continue to receive information regarding additional products and services, no action is necessary at this time.

- If you do not want us to disclose your personal information to non-affiliates you can tell Guardian not to make those disclosures ("opt-out"), other than disclosures permitted by law. If you want information shared between Guardian affiliates to be limited to transaction and experience information and not other credit-related information, you may opt-out. To opt-out of disclosures, please complete the "Opt-Out Disclosure Form" on page 5 and send it to the Guardian Corporate Family Privacy Office, The Guardian Life Insurance Company of America, P.O. Box 780, Cooper Station, New York, NY, 10276-0780. You can also call toll-free from a touch-tone telephone to opt-out at 1-866-246-5292. If you would like to opt out by telephone, it is necessary to enter your social security number using a touch tone phone. If you would prefer not to enter your social security number, please submit your opt out by mail.

*This notice is being provided to individual customers of the Guardian Corporate Family and group plan sponsors. (Group plans are plans of coverage in which one or more individuals are covered under a group policy or contract at group rates). If you are an individual customer of the Guardian Corporate Family, all opt-out provisions are addressed to you. If you are a group plan sponsor, the opt-out provisions do not apply to you or individuals in your group. Guardian does not share individual group plan participant information with non-affiliates except as necessary to facilitate the group policy transaction. Therefore, the "opt-out" provisions do not apply to group plans.*

\*The practices and policies contained in this privacy statement are subject to change. We will communicate any material change to you when required by applicable law. The practices and policies contained in this privacy statement replace all previous statements on the same subject matter.

**\*\*The Guardian Corporate Family includes the following affiliated companies:**

The Guardian Life Insurance Company of America, Berkshire Life Insurance Company of America, Berkshire Equity Sales, Inc., First Commonwealth Limited Health Services Corporation (Illinois), First Commonwealth Limited Health Services Corporation (Wisconsin), First Commonwealth of Illinois, Inc., First Commonwealth Reinsurance Company (Arizona), First Commonwealth of Missouri, Inc., First Commonwealth Limited Health-Service Corporation of Michigan, Smileage Dental Services, Inc., (Wisconsin), First Commonwealth Insurance Company (Illinois), First Commonwealth Health Services Corporation, Corporate Financial Services, Inc., The Park Avenue Portfolio, Guardian Asset Management Corporation, The Guardian Insurance & Annuity Company, Inc., The Guardian Trust Company, FSB, Innovative Underwriters Inc., Family Service Life Insurance Company, Inc., Sentinel American Life Insurance Company, Guardian Reinsurance Services Corporation, Guardian Investor Services LLC, Guardian Baillie Gifford Limited, Managed Dental Care of California, Park Avenue Life Insurance Company,

Park Avenue Securities, LLC, PAS Insurance Agency of Alabama, Inc., PAS Insurance Agency of Massachusetts, Inc., PAS Insurance Agency of Hawaii, Inc., Guardian Hanover Corporation, Managed DentalGuard, Inc. (Texas), Fiduciary Insurance Company of America. This statement also represents Guardian Corporate Family privacy practices with joint venture partners including but not limited to Physicians Health Services Inc., One Health Plan, Choice Guard, DentalGuard Preferred, DentalGuard Preferred Select.

\*\*\*Our websites, [www.glic.com](http://www.glic.com) and [www.theberkshire.com](http://www.theberkshire.com), provide information regarding insurance and financial products and services, they are not intended for children. If we become aware that information is or has been submitted or collected from a child under the age of thirteen, we will delete this information.

\*\*\*\*Health information means any information or data except age or gender that relates to the past, present or future physical, mental or behavioral health or condition of an individual or a member of the individual's family; the provision of health care to an individual; or payment for the provision of health care to an individual.

\*\*\*\*\*In the course of providing products and services to our customers, we collect and retain a customer's social security number for identification purposes and to comply with federal tax reporting requirements. We do not sell social security numbers or lists of social security numbers. We ask you to disclose your social security number to help us process your opt out request. We have found that when a customer's social security number is provided, fulfillment of the opt out request is expedited. However, you are not required to disclose your social security number on the opt out request form. In the alternative, we ask that you provide the account number for one of the products that you own. Your opt out request will be honored whether or not you include your social security number on the opt out request form.

**Opt Out Disclosure Form**

Please complete the following information if you would like to opt out. Otherwise no action is required by you at this time.  
*Check one or both*



Please do not share my customer information with companies and persons outside Guardian Corporate Family (non-affiliates as described above) to notify me of offers for products or services.



Please do not share other credit-related information about me with Guardian affiliates except transaction or experience information as permitted by law.

Customer Name (please print)

Policy/contract number

Street Address

Guardian Affiliated Company

City

State

Zip

Social Security number (optional)

Customer Signature

Date

If you want to "opt out," please send this form to Guardian Corporate Family Privacy Office.